



Health Sciences Center  
NEW ORLEANS

**LOUISIANA STATE UNIVERSITY  
HEALTH SCIENCES CENTER  
BOTTLED AND FILTERED WATER  
SERVICE CONTRACT**



## Health Sciences Center

ADMINISTRATION AND FINANCE

Purchasing/Distribution Services

School of Medicine In New Orleans  
School of Medicine In Shreveport  
School of Dentistry  
School of Nursing  
School of Allied Health Professions  
School of Graduate Studies  
Health Care Services Division

### Louisiana State University Health Sciences Center

Purchasing Department  
433 Bolivar Street, Sixth Floor  
New Orleans, LA 70112

(The First Floor may be closed due to Hurricane damage. You may have to enter through the garage across Bolivar St.)

Additional Information Bid # 001567

Change the attached bid document as follows:

Delete all references to bid envelopes and labels.

Delete items 6 and 7 of the Instructions to Bidders.

Insert your company's name and address on the first page headed Invitation to Bid under the Opening Date. Proposal forms are to be placed in an opaque envelope and endorsed with the bid number, bid title, bid opening date, bid opening time and delivered to Purchasing, LSU Health Sciences Center in New Orleans, 433 Bolivar St. Room 623, New Orleans, Louisiana 70112.

Your company's Federal Tax ID#

Michael D. Williams  
Senior Buyer  
LSUHSC Purchasing

# Invitation to Bid

LSUHSC New Orleans



BIDS WILL BE PUBLICLY OPENED:

June 07, 2010

02:00 PM

VENDOR NO. :  
SOLICITATION : 001567  
OPENING DATE : 06/07/2010

Return Bid in Envelope/Labels Provided to:  
Purchasing Department  
433 Bolivar St  
Room 623  
New Orleans LA 70112

BUYER : Williams, Michael D.  
BUYER PHONE : 504/568-6261  
DATE ISSUED : 05/14/2010  
REQ. NO :  
FISCAL YEAR : 0

Bottled/Filtered Water Service

## INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. FILL IN ALL BLANK SPACES.
3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. SPECIFY YOUR PAYMENT TERMS: . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS

BY SIGNING THIS BID, THE BIDDER CERTIFIES:

- \* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).
- \* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.
- \* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.

THE BIDDER FURTHER CERTIFIES:

- \* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.
- \* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.
- \* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.
- \* THAT IF MY BID IS ACCEPTED WITHIN \_\_\_\_\_ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).
- \* DELIVERY WILL BE MADE WITHIN \_\_\_\_\_ DAYS AFTER RECEIPT OF ORDER.

VENDOR PHONE NUMBER:

TITLE

DATE

FAX NUMBER:

SIGNATURE OF AUTHORIZED BIDDER  
(MUST BE SIGNED)

NAME OF BIDDER  
(TYPED OR PRINTED)

# Invitation to Bid

<b>STANDARD TERMS &amp; CONDITIONS</b>	Page 2 of 6
<b>NUMBER : 001567</b> <b>OPEN DATE : 06/07/2010</b> <b>TIME: 02:00 PM</b>	<b>BIDDER:</b>
<p>6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE</p> <p>7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.</p> <p>8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,</p>	

# Invitation to Bid

<b>STANDARD TERMS &amp; CONDITIONS</b>	Page 3 of 6
<b>NUMBER : 001567</b> <b>OPEN DATE : 06/07/2010      TIME: 02:00 PM</b>	<b>BIDDER:</b>
<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR A OTHER NON-MERIT FACTOR.</p> <p>25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	

# Invitation to Bid

<b>STANDARD TERMS &amp; CONDITIONS</b>	Page 4 of 6
<b>NUMBER : 001567</b> <b>OPEN DATE : 06/07/2010</b> <b>TIME: 02:00 PM</b>	<b>BIDDER:</b>
<p>OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>27. INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.</p> <p>28. ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.</p> <p>29. ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.</p> <p>30. PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE?    YES _____ NO _____ SPECIFY THE LINE NUMBER (S) _____ SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____ (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.) DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE?    YES _____ NO _____ IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES _____ NO _____ FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</p> <p>31. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <p>31.1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR</p> <p>31.2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR</p> <p>31.3. AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.</p>	

# Invitation to Bid

PRICE SHEET		Page 5 of 6			
NUMBER : 001567 OPEN DATE : 06/07/2010      TIME: 02:00 PM		BIDDER:			
UNLESS SPECIFIED ELSEWHERE SHIP TO:					
Line No.	Description			Unit Price	Extended Amount
1	Group 1 - Bottled Water Total  Specify brand, model bid(if applicable)  <hr style="width: 30%; margin-left: 0;"/> <p style="margin-left: 40px;">Enter total of Group 1 - Bottled Water items from Attachment A - Pricing Schedule</p>	1.00	LOT		
2	Group 2 - Filtered / Reverse Osmosis Water Total  Specify brand, model bid(if applicable)  <hr style="width: 30%; margin-left: 0;"/> <p style="margin-left: 40px;">Enter total of Group 2 - Filtered / Reverse Osmosis Water items from Attachment A - Pricing Schedule</p> <p style="margin-left: 40px;">The LSU Health Sciences Center in New Orleans (LSUHSC) requests bids for a campus wide bottled water service contract and a filtered / reverse osmosis water service contract as specified in the scope of work. The contract for this agreement will be twelve (12) months. Upon mutual agreement by both parties, the contract can be renewed for four (4) additional twelve (12) month periods at the same prices, terms, and conditions. The total term of the contract cannot exceed sixty (60) months.</p> <p style="margin-left: 40px;">Title 39 Service Contract</p> <p style="margin-left: 40px;">Note: For purposes of clarification, Group 1 and Group 2 of this bid may be awarded separately. Bidder shall provide a bid pricing schedule (see Attachment A Pricing Schedule). The total bid sum within each group will be used to determine the lowest responsive and qualified bidder.</p>	1.00	LOT		

Invitation to Bid

PRICE SHEET		Page 6 of 6			
NUMBER : 001567		BIDDER:			
OPEN DATE : 06/07/2010		TIME: 02:00 PM			
UNLESS SPECIFIED ELSEWHERE SHIP TO:					
Line No.	Description			Unit Price	Extended Amount



**Specific Conditions Bid #001567**  
**Bid Opening will take place on Monday, June 7, 2010 @ 2:00PM**

THERE WILL BE NO MANDATORY PRE-BID MEETING

**SECTION 1 – BIDDING AND CONTRACT DOCUMENTS**

**1.1 Definitions:**

**Bidder** – a legal entity that submits an offer to sell to the Owner on a specified body of work. Generally where the term “Bidder” is used in the specifications, the indication is that the requirement or responsibility is associated with the bid submittal or other pre-award activities.

**Contractor** – as defined in RS 37:2150, includes general contractors, subcontractors, architects, and engineers who receive an additional fee for the employment or direction of labor, or any other work beyond the normal architectural or engineering services. Generally where the term “Contractor” is used in the specifications, the indication is that the requirement or responsibility is post-award. The term “Contractor” can also be used in the specification as an inclusive term that references the Contractor and all persons, Subcontractors, or other parties of interest acting on behalf of the Contractor in the performance of the contract as described in the specifications.

**1.2 Interpretation of Documents and Prior Approvals:**

If any person contemplating submitting a bid is in doubt of the meaning of any part of the specifications, plans or other proposed contract documents and/or desired approval of "or equal" products he may submit to Michael Williams e-mail at [mwil34@lsuhsc.edu](mailto:mwil34@lsuhsc.edu) or fax 504-717-2901 a written request for an interpretation or prior approval not later than NOON on Thursday, May 27, 2010. Any interpretation of documents and prior approvals will be made only by addendum duly issued and mailed or delivered to each bidder receiving a set of the plans and specifications. LSUHSC will not be responsible for any other explanations or interpretation of the specifications or proposed documents.

**1.3 Termination by LSUHSC for Convenience:**

LSUHSC may, at any time, terminate the Contract for their convenience and without cause.

Upon receipt of written notice from LSUHSC of such termination for their convenience, the Contractor shall: cease operations as directed by LSUHSC in the notice; take actions necessary, or that LSUHSC may direct, for the protection and preservation of the work; and except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for LSUHSC's convenience, the Contractor shall be entitled to receive payment for work executed.

LSUHSC shall not be responsible or otherwise liable for any demobilization costs or incidental or consequential damages resulting from such termination.

#### **1.4 Termination for Noncompliance:**

LSUHSC may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that LSUHSC shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then LSUHSC may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LSUHSC to comply with the terms and conditions of this contract; provided that the Contractor shall give LSUHSC written notice specifying LSUHSC's failure and a reasonable opportunity for LSUHSC to cure the defect.

#### **1.5 Pre-Bid Conference:**

There will be no mandatory Pre-Bid Conference.

#### **1.6 Bidder's Representation:**

Each Bidder by his bid represents the following:

- Bidder has read and understands the Bidding Documents and his or her bid is made in accordance therewith.
- Bidder has visited the site and has familiarized him or herself with the local conditions under which the work is to be performed.
- Bidder's bid is based solely upon the materials, systems and equipment described in the Bidding Documents as advertised and as modified by addenda.
- Bid is not based on any verbal instructions contrary to the Contract Documents and addenda.

The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his or her bid. Bidder must be licensed by the Louisiana State Board of Private Security Examiners. Bidders must submit a copy of said license with bid.

The Bidder shall be responsible for ensuring that he or she, and all of his or her prospective Sub-contractors, are duly licensed to perform the work described in this specification in accordance with all applicable state, federal codes, laws, regulations and ordinances.

All work must be performed in accordance with all applicable state, and federal codes, laws, regulations and ordinances. Knowledge of existing codes, laws, regulations and ordinances pertaining to the specified work is the responsibility of the Bidder.

Upon award and prior to the commencement of work, the Contractor must provide evidence of the following licensure (copy of the current license or a number that can be verified with the regulating authority), and the names of all Sub-contractors.

### **1.7 Bidding Procedure:**

1. The Bidder must properly complete and sign Bid, including all required attestations and addendums. Any exceptions to the attached terms and conditions or the indemnification agreement shall be presented at the time of the bid submission. Note that any exceptions may result in a disqualified bid if the aforementioned exceptions are in conflict with state guidelines governing LSUHSC. Bids must be signed by a representative of your company authorized to enter into contract on behalf of your organization. Documentation relevant to this bid include:

INVITATION TO BID

ATTACHMENT A – PRICING SCHEDULE

ATTACHMENT B – CERTIFICATION STATEMENT

ATTACHMENT C – INDEMNIFICATION AGREEMENT

ATTACHMENT D – EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

ATTACHMENT E – AFFIRMATIVE ACTION COMPLIANCE

2. All bids are due by 2:00 PM Monday, June 7, 2010 at 433 Bolivar Street, Room 623 (Purchasing Department), New Orleans, LA 70112. **Late bids will not be accepted, and will be returned unopened.** It is the bidder's responsibility to make sure bids are delivered before the bid opening. Delays by mail, traffic, or any other reason will be at the bidders own risk.

**BIDS SHALL BE DELIVERED IN A SEALED ENVELOPE WITH THE BID NUMBER CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE.**

### **1.8 Minimum Insurance Requirements:**

Selected bidder(s) shall maintain the following minimum insurance coverage throughout the duration of the contract:

- Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
- Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

For further insurance requirements and provisions, see Attachment F – Insurance Requirements.

### **1.9 Calendar of Events:**

<b><u>Event</u></b>	<b><u>Date</u></b>
RFQ Announcement	May 14, 2010
Written Inquiry Deadline (12:00 Noon)	May 27, 2010
Issue Responses to Provider Inquiries	May 28, 2010
Bid Submission Deadline & Bid Opening (2:00 PM)	June 7, 2010
Contract Award & Notification	June 11, 2010

NOTE: LSUHSC reserves the right to amend and/or change this schedule of RFQ activities, as it deems necessary.

### **1.10 Bid Submission:**

Bids must be received on or before 2:00 PM on the date specified in the Calendar of Events (Section 1.9). Bidders mailing their quotes should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Bidder's expense to:

Michael Williams – Senior Buyer  
Louisiana State University Health Sciences Center – New Orleans  
433 Bolivar Street  
Room 623  
New Orleans, LA 70112  
Phone: (504) 568-6261  
Fax: (504) 717-2901

**PLEASE NOTE...**all bids are due by 2:00 PM Monday, June 7, 2010 at 433 Bolivar Street, Room 623 (Purchasing Department), New Orleans, LA 70112. **Late bids will not be accepted, and will be returned unopened.** It is the bidder's responsibility to make sure bids are delivered before the bid opening. Delays by mail, traffic, or any other reason will be at the bidders own risk. Fax or e-mail bids will not be accepted.

**BIDS SHALL BE DELIVERED IN A SEALED ENVELOPE WITH THE BID NUMBER CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE.**

## **SECTION 2 – SCOPE OF SERVICES**

### **2.1 Summary:**

The LSU Health Sciences Center in New Orleans (LSUHSC) requests bids for the supply and delivery of bottled drinking water (Group 1) and filtered drinking water (Group 2). These groups may be awarded separately. Bidders may submit pricing on one or both groups. Pricing must be submitted for the items listed on Attachment A – Pricing Schedule. All pricing is to include delivery.

### **2.2 Scope of Services:**

#### **Group 1...Bottled Water:**

Contractor shall provide high quality, bottled drinking water and related dispensers to individual departments within the LSUHSC-NO campus. Replenishment of bottled water shall be provided at intervals no longer than two weeks (longer intervals are allowed if agreed upon by individual departments and the delivery person). Cleaning and maintenance of coolers shall be provided at intervals no longer than every three months. Additional service needs shall be provided no longer than 48 hours after call for service. Water products must be in compliance with all current USFDA regulations and State of Louisiana regulations regarding the production, storage, and handling of bottled water. Certification by the National Sanitation Foundation is required. Bidder must provide copy of certification upon award. Dispensers must be kept clean and properly maintained throughout the contract.

Contractor must have the ability to process monthly invoicing for multiple accounts, as each department within the LSUHSC system has its own account. Currently, LSUHSC maintains about 45 separate bottled water accounts. Each department maintains a blanket purchase order for service throughout the year, and payments are made by check. In the upcoming year, some departments at LSUHSC may move toward a credit card based system. Contractor must have the ability to process credit card payments.

#### **Group 2...Filtered / Reverse Osmosis Water:**

Contractor shall provide dispensers that offer high quality, filtered or reverse osmosis water to individual departments within the LSUHSC-NO campus. Servicing of dispensers, which shall include inspecting, cleaning, and tagging dispensers, shall be provided at intervals no longer than every three months. Additional service needs (faulty equipment, interruption of service, etc.) shall be provided no longer than 48 hours after call for service. Installations shall be provided no longer than five business days after call for installation. Filters must be certified to ANSI/NSF Standard 42 & 53. Dispensers must be connected directly to building water supply and contractor must offer and guarantee installation. Dispensers and filters must be regularly checked, cleaned, serviced, and replaced (when necessary) by contractor. Dispensers and filters must deliver water that complies with all applicable Federal and State laws and regulations.

Contractor must have the ability to process monthly invoicing for multiple accounts, as each department within the LSUHSC system has its own account. Currently, LSUHSC maintains about 20 separate filtered/reverse osmosis water accounts. Each department maintains a blanket purchase order for service throughout the year, and payments are made by check. In the upcoming year, some departments at LSUHSC may move toward a credit card based system. Contractor must have the ability to process credit card payments.

### **2.3 Locations:**

Service for any or all locations within the LSUHSC-NO campus and satellite locations may be required. Current locations are listed below for New Orleans, LA. Other locations may be added at a later date.

- Resource and Administration Bldg. 433 Bolivar St.
- Clinical Sciences Resource Bldg. 533 Bolivar St.
- Allied Health and Nursing Bldg. 1900 Gravier St.
- Lions Eye Center 2020 Gravier St.
- Residence Hall 1900 Perdido St.
- Medical Education Bldg. 1901 Perdido St.
- Stanislaus Hall 450 S. Claiborne Ave.
- Medical School Bldg. 1542 Tulane Ave.
- Dental School 1100 Florida Ave.
- Children's Hospital 200 Henry Clay Ave.
- LSU Healthcare Network 200 W. Esplanade Ave. Kenner, LA
- HOP Clinic 136 S. Roman St.
- Faculty Practice 3800 Houma Blvd. Metairie, LA
- Faculty Practice 3450 Chestnut Ave.
- School of Public Health 1615 Poydras St.
- Uptown Campus 210 State St.

### **2.4 Compliance with Applicable Laws and Regulations:**

Contractor shall perform all requirements under this contract in strict observance of and in compliance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements. Contractor warrants the performance of services under this contract shall be fully compliant with the current requirements of the Occupational Safety and Health Act (OSHA) to include as it may be amended throughout the term of this contract. Contractor shall take precautions to insure work is performed in compliance with occupational safety standards. Contractor shall obtain all permits and licenses and pay all taxes, charges and fees necessary to perform the services under this contract.

### **2.5 Non-Performance:**

Contractor's response time shall be no greater than two business days from the date of a call for service. If the contractor does not respond to a call within two business days, then a non-performance penalty may be assessed at a rate of \$100.00 per day for each day beyond two business days from the date of a call for service. These penalties will be deducted from monthly invoices. LSUHSC may terminate this contract as a result of repeated delays in response time.

## **2.6 Excluded Vendor / Person List:**

By signing this document, contractor certifies that neither the business entity nor any of its employees is currently listed as excluded or sanctioned by the Department of Health and Human Services, Office of Inspector General, or the General Services Administration. Contractor understands that if this business entity or any of its employees appear on either listing, the bid will be rejected. Furthermore, contractor understands that if at any time during the term of this contract that the business entity or any of its employees should appear on either listing, contractor will notify LSUHSC and this contract shall be terminated.

## **2.7 Resolving Contract Disputes:**

State statute requires that disputes arising under this contract not be resolved in a forum outside of Louisiana. Requiring contract disputes to be resolved in a forum outside of this state or requiring their interpretation to be governed by the laws of another jurisdiction, are inequitable and against the public policy of this state.

## **2.8 Late Payment Policy:**

State statute RS 39:1695 requires that if a state agency fails to make any payment within 90 days of the due date, that agency shall pay, in addition to the payment, interest on the amount due at the rate established pursuant to Civil Code Article 2824 (B) (3) per year, from the 91<sup>st</sup> day after the due date.

## **SECTION 3 - ADMINISTRATIVE INFORMATION**

### **3.1 Contract Award & Administration:**

The contract for this agreement will be twelve (12) months and will begin July 1<sup>st</sup>, 2010. Upon mutual agreement by both parties, the contract can be renewed for four (4) additional twelve (12) month periods, with the total term of the contract not to exceed sixty (60) months. LSUHSC will award to the lowest responsive and responsible bidder based on the sum total of Group 1 Bottled Water items and the sum total of Group 2 Filtered Water items from Attachment A – Pricing Schedule. These groups may be awarded separately. Bidders may submit pricing on one or both groups. LSUHSC does not guarantee that an award will be made from this solicitation.

### **3.2 LSUHSC Representation:**

The intended designated representative of LSUHSC for this RFQ is Michael Williams, Senior Buyer - Purchasing. Any changes to the scope of work, type or quality of materials, or scheduling must be submitted to the designated LSUHSC representative. Michael Williams can be contacted by phone at 504-568-6261 or by e-mail at [mwil34@lsuhsc.edu](mailto:mwil34@lsuhsc.edu).



## **ATTACHMENT A – PRICING SCHEDULE**

<b>ITEM</b>	<b>UNIT OF MEASURE</b>	<b>COST PER UNIT</b>	<b>TIMES</b>	<b>QUANTITY FOR BID EVALUATION</b>	<b>EQUALS</b>	<b>EXTENDED TOTAL</b>
<b>GROUP 1 – BOTTLED WATER</b>						
5 gallon artesian water	Bottle		x	5,000 bottles	=	
3 gallon artesian water	Bottle		x	100 bottles	=	
Dispenser...hot and cold taps	Month		x	12 months	=	
Dispenser...cold and room temp taps	Month		x	12 months	=	
Flat bottom cups/2000 ct. case	Case		x	1 case	=	
Cone cups/1000 ct. case	Case		x	1 case	=	
Refundable bottle deposit	Bottle		x	1 bottle	=	
					<b>TOTAL</b>	
<b>GROUP 2 – FILTERED / REVERSE OSMOSIS WATER</b>						
Free standing filtered water dispenser with hot, cold, and room temp taps	Month		x	12 months	=	
Free standing filtered water dispenser with cold and room temp taps	Month		x	12 months	=	
Filtered water dispenser installation	Job		x	1 job	=	
Filtered water dispenser filters	Each		x	1 filter	=	
Free standing reverse osmosis water dispenser with hot, cold, and room temp taps	Month		x	12 months	=	
Free standing reverse osmosis water dispenser with cold and room temp taps	Month		x	12 months	=	
Reverse osmosis water dispenser installation	Job		x	1 job	=	
Reverse osmosis water filters	Each		x	1 filter	=	
					<b>TOTAL</b>	

## **ATTACHMENT B: CERTIFICATION STATEMENT**

**OFFICIAL CONTACT.** The State requires that the Provider designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly):

Date: \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (\_\_\_\_) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

D. Telephone Number: \_\_\_\_\_

Provider certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, Provider certifies that:

- (1) The information contained in its response to this RFQ is accurate;
- (2) Provider warrants that, to the best of his/her/its knowledge and belief, there are no relevant facts which could give rise to organizational conflicts of interest or that the Provider has disclosed all potential or actual organizational conflicts of interest. The Provider agrees that if it becomes the Selected Provider and an organizational conflict of interest with respect to this contract is then discovered, an immediate and full disclosure in writing shall be made to the LSUHSC-NO which shall include a description of the action which the Provider has taken or will take to avoid or mitigate such conflicts. In the event that the successful Provider knowingly failed to disclose a conflict, LSUHSC-NO may immediately terminate the contract for default. Provider certifies that its personnel, who perform work under this contract, have been informed of their obligations to report personal and organizational conflicts of interest to the Provider. The term of this prohibition shall endure for the entire period of this contract and for two (2) years thereafter.
- (3) Provider complies with each of the mandatory requirements listed in the RFQ and will meet or exceed the deliverables specified therein;
- (4) Provider accepts the procedures, contract terms and conditions, and all other administrative requirements set forth in this RFQ.
- (5) Provider's quote is valid for at least ninety (90) days from the date of Provider's signature below;
- (6) Provider understands that if selected as the successful Provider, he/she will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
SIGNATURE of Provider's Authorized Representative      DATE

### ATTACHMENT C - INDEMNIFICATION AGREEMENT

The Selected Provider/Subcontractor agrees to protect, defend, indemnify, save, and hold harmless LSUHSC-NO, State of Louisiana, all State Departments, Boards, and Commissions, officers, agents, servants, and employees, including volunteers, from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Selected Provider/Subcontractor, its agents, servants, and employees or any and all costs, expense, and/or attorney fees incurred by Selected Provider/Subcontractor, as a result of any claims, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of LSUHSC-NO, State of Louisiana, all State Departments, Boards, Commissions, its agents, representatives, and/or employees. Selected Provider/ Subcontractor agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if any such claim, demand, or suit is groundless, false, or fraudulent.

LSUHSC-NO shall not be responsible or held liable for any injury or damage to persons or property resulting from the use, misuse, or failure of any equipment used by the Selected Provider or any of the Selected Provider's agents, servants, or employees, even if such equipment is furnished by LSUHSC-NO to the Selected Provider. The acceptance or use of any such equipment by the Selected Provider shall be construed to mean that the Selected Provider accepts full responsibility for, and agrees to indemnify and to defend LSUHSC-NO against any and all loss, liability, and claims for any injury or damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage or injury is to an employee, agent, or servant, or the property of the Selected Provider, other contractors or subcontractors, LSUHSC-NO, or other persons.

Accepted by: Company \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Is Certificate of Insurance Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No

## ATTACHMENT D: EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

As required by U.S. Labor Department, Office of Federal Contract Compliance, Section 60-1.4.

During the performance of this contract, the successful bidder (contractor or vendor) agrees as follows:

- (1)The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting offer setting forth the provision of this non-discrimination clause.
- (2)The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3)The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4)The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5)The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access of his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6)In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7)The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may use direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## Assurance

The bidder (offeror or applicant) assures Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder (offeror or applicant) understands that the phrase "segregated facilities" includes facilities which are in fact segregated on a basis of race, color, creed, or national origin, because of habit, local custom, or otherwise. The bidder (offeror or applicant) understands and agrees that maintaining or providing segregated facilities for his employees or permitting his employees to perform their services at any locations, under his control, where segregated facilities are maintained is a violation of the equal opportunity clause required by Executive Order 11246 of September 24, 1965.

The bidder (offeror or applicant) further understands and agrees that a breach of the assurance herein contained subjects him to the provisions of Orders of the Secretary of Labor dated May 9, 1967, and the provisions of Orders of the Secretary of Labor dated May 9, 1967, and the provisions of equal opportunity clause enumerated in contract between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and bidder (offeror or applicant).

Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. Section 1001.

Vendor

By:

Name and Title

(must be signed by an authorized Executive Official)

Date:

## ATTACHMENT E: AFFIRMATIVE ACTION COMPLIANCE

(a) **REQUIREMENTS OF PROGRAMS.** In accordance with Section 60-1.4 of Chapter 60 of Title 41 of the Code of Federal Regulations, as amended, the Seller shall develop and shall require each of its lower-tier subcontractors hereunder who has 50 or more employees and a subcontract of \$50,000 or more to develop a written affirmative action compliance program for each of its establishments. A necessary prerequisite to the development of a satisfactory affirmative action program is the identification and analysis of problem areas inherent in minority employment and an evaluation of opportunities of utilization of minority group personnel. The Seller's and each of its nonexempt lower-tier subcontractor's programs shall provide in detail for specific steps to guarantee equal employment opportunity keyed to the problems and needs of members of minority groups, including, when there are deficiencies, the development of specific goals and timetables for the prompt achievement of full and equal employment opportunity. The Seller and each of its nonexempt lower-tier subcontractors shall include in his affirmative action compliance program a table of job classifications. This table should include but not be limited to job titles, principal duties (and auxiliary duties if any), rates of pay, and where more than one rate of pay applies (because of length of time in job or other factors), the applicable rates. The affirmative action compliance program shall be signed by an executive official of the Seller or lower-tier subcontractor as the case may be.

(b) **UTILIZATION EVALUATION.** The evaluation of utilization of minority group personnel shall include the following:

- (1) An analysis of minority group representation in all job categories.
- (2) An analysis of hiring practices for the past year, including recruitment sources and testing, to determine whether equal employment opportunity is being afforded in all job categories.
- (3) An analysis of upgrading, transfer and promotion for the past year to determine whether equal employment opportunity is being afforded.

(c) **MAINTENANCE OF PROGRAMS.** Within 120 days from the commencement of the applicable purchase order of the lower-tier subcontract hereunder, the Seller and each nonexempt lower-tier subcontract hereunder shall maintain a copy of separate affirmative action compliance programs for each establishment, including evaluations of utilization of minority group personnel and the job classification tables, at each local office responsible for the personnel matters of such establishment. An affirmative action compliance program shall be part of the manpower and training plans for each new establishment and shall be developed and made available prior to the staffing of such establishment. A report of the results of such program shall be compiled annually and the program shall be updated at that time. This information shall be made available to representative of the agency or director upon request and the Seller's and each nonexempt lower-tier subcontractor's affirmative action program and the results it produces shall be evaluated as part of compliance review activities.

VENDOR:

BY:

(Must be signed by authorized executive official)

TITLE:

DATE:

## **ATTACHMENT F – INSURANCE REQUIREMENTS**

### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

#### **A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). **“Claims Made” form is unacceptable. The “occurrence form” shall not have a “sunset clause”.**
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 “any auto” and endorsement CA 0025.
3. Workers’ Compensation Insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

#### **B. MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract).
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Worker’s Compensation limits as required by the Labor Code of the State of Louisiana and Statutory Employers Liability limits. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

#### **C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retention's must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the University, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

**1. General Liability and Automobile Liability Coverage**

- a. The University, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the University, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the University.
- b. The Contractor's Insurance coverage shall be primary insurance as respects the University, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the University, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the University, its officers, officials, employees, Boards and Commissions, or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**2. Worker's Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the University.

**3. All Coverage's**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the University.

**E. ACCEPTABILITY OF INSURERS**

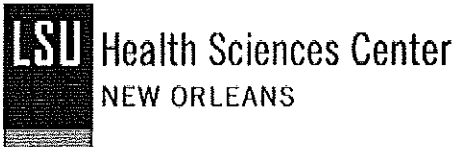
Insurance is to be placed with insurers with an A.M. Best's rating of no less than A-:VI. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Assigned Risk Pool.

**F. VERIFICATION OF COVERAGE**

Contractor shall furnish the University with certificates of insurance effecting coverage required. The certificate for each insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms provided by the University and are to be received and approved by the University before work commences. The University reserves the right to require complete, certified copies of all required insurance policies, at any time.



## ATTACHMENT G – SAMPLE CONTRACT



### Contract

Be it known, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, LSU Health Sciences Center, an agency of the State of Louisiana, and

\_\_\_\_\_  
(Contractor's name and legal address including Zipcode) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

### Term of Contract

This contract is effective \_\_\_\_\_ and shall end no later than \_\_\_\_\_ unless otherwise terminated in accordance with the Termination provisions of this agreement.

### Applicable Law

This agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

### Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement. Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless LSU Health Sciences Center from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of LSU Health Sciences Center. Contractor will indemnify, defend and hold LSU Health Sciences Center harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against LSU Health Sciences Center in any action for infringement of a United States Letter Patent with respect to the Products, Materials or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that LSU Health Sciences Center shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, LSUHSC may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) LSUHSC's unauthorized modification or alteration of a Product, Material or Service; ii) LSUHSC's use of the Service in combination with other products, materials, or services not furnished by Contractor; iii) LSUHSC's use in other than the specified operating conditions and environment. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as LSUHSC's exclusive remedy to take action in the following order of precedence: (i) to procure for LSUHSC the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or

part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to LSUHSC up to the dollar amount of the Contract. For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being without limitation, and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. LSU Health Sciences Center may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### **Scope of Services**

Contractor hereby agrees to furnish the following services:

#### **Description of specific goals and objectives:**

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#### **Description and Schedule of Deliverables:**

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#### **Performance Measures:**

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#### **Monitoring Plan:**

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*(If the Scope of Services is more lengthy than will fit here, it may be attached separately, referenced and incorporated herein)*

### **Taxes**

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number

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### **Termination for Cause**

LSU Health Sciences Center may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then LSUHSC may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LSUHSC to comply with the terms and conditions of this contract; provided that the Contractor shall give LSUHSC written notice specifying the university's failure and a reasonable opportunity for LSUHSC to cure the defect.

### **Termination for Convenience**

LSU Health Sciences Center may terminate the Contract at any time by giving thirty(30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **Termination for Non-Appropriation of Fiscal Funding**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **Remedies for Default**

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

### **Ownership**

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

### **Non-assignability**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

### **Right to Audit**

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or federal auditors an internal auditors of the State, or others so designated by the State, shall have the option of auditing all accounts of contractor which directly relate to this contract for a period of five years after project acceptance or as required by applicable State and Federal Law.

## Discrimination Clause

The contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

THUS DONE AND SIGNED AT New Orleans, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of \_\_\_\_\_.

WITNESSES SIGNATURES:

\_\_\_\_\_  
\_\_\_\_\_

WITNESSES SIGNATURES:

\_\_\_\_\_  
\_\_\_\_\_

LSU HEALTH SCIENCES CENTER  
SIGNATURE:

By: \_\_\_\_\_

TITLE: \_\_\_\_\_

CONTRACTOR SIGNATURE

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_